



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 27, 2003

IN REPLY PLEASE
REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LAKEWOOD BOULEVARD FROM TELEGRAPH ROAD TO ROSECRANS AVENUE
CITY OF DOWNEY-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration prepared and adopted by the City of Downey on October 8, 2002, for the improvements of the traffic signals and the intersections on Lakewood Boulevard from Telegraph Road to Rosecrans Avenue, find that the Negative Declaration adequately describes the Lakewood Boulevard project for the purposes of the California Environmental Quality Act, concur that the project will not have a significant effect on the environment, and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chair of the Board to sign the enclosed cooperative agreement with the City of Downey for the project, which provides for the City to perform the preliminary engineering and administer the construction of the project, with the County to reimburse the City for actual expenditures not to exceed \$1,008,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and other County funds. The cost of the project is estimated to be \$1,008,000, with Los Angeles County Metropolitan Transportation Authority grant funds being \$877,000 and County matching funds being \$131,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Downey propose to improve the traffic signals and intersections on Lakewood Boulevard from Telegraph Road to Rosecrans Avenue, which are within the shared geographical boundaries of the Cities of Bellflower, Downey and Pico Rivera. The City of Downey will coordinate with the Cities of Bellflower and Pico Rivera regarding the work within their respective geographical boundaries. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1680 and 1684 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any street within a city is of general county interest and that county-aid shall be extended therefore. This proposal is also authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and the unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The cost of the project is estimated to be \$1,008,000, with Los Angeles County Metropolitan Transportation Authority grant funds being \$877,000 and County matching funds being \$131,000. This project is included in the Fiscal Year 2002-03 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the City to perform the preliminary engineering and administer the construction of the project, with the County to reimburse the City for actual expenditures not to exceed \$1,008,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority grant funds and other County funds.

The Honorable Board of Supervisors
February 27, 2003
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ENVIRONMENTAL DOCUMENTATION

The enclosed Negative Declaration was prepared by the City of Downey pursuant to the California Environmental Quality Act. The City approved the Negative Declaration on October 8, 2002. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this cooperative agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Lakewood Boulevard is on the County's Highway Plan and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the one copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C031401
A:\Lakewood BI Telegraph Rd Rosecrans.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF DOWNEY, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Lakewood Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY proposes to widen the roadway pavement and modify the traffic signals on Lakewood Boulevard from Third Street/Stonewood Street to Firestone Boulevard, including the modifications of traffic signals at the intersections of Lakewood Boulevard with Telegraph Road, Interstate 5 Freeway northbound and southbound ramps, Gallatin Road, Florence Road, Cherokee Drive, Fifth Street, Cleto Street, Stewart and Gray Road, Alameda Street, Clark Avenue, Imperial Highway, Gardendale Street and Rosecrans Avenue, as described in Exhibit "A" of this AGREEMENT, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA), a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to perform the preliminary engineering, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY has secured, until June 30, 2005, grant funds from the MTA up to a maximum of Eight Hundred Seventy-seven Thousand and 00/100 Dollars (\$877,000.00) and will provide matching funds up to a maximum of One Hundred Thirty-one Thousand and 00/100 Dollars (\$131,000.00) to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed One Million Eight Thousand and 00/100 Dollars (\$1,008,000.00) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of the MTA grant funds and COUNTY matching funds; and

WHEREAS, the total COST OF PROJECT is currently estimated to be One Million Eight Thousand and 00/100 Dollars (\$1,008,000.00), with MTA grant funds of Eight Hundred Seventy-seven Thousand and 00/100 Dollars (\$877,000.00) and COUNTY matching funds of One Hundred Thirty-one Thousand and 00/100 Dollars (\$131,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(3) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the governmental entity mentioned in this AGREEMENT.
- b. "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, traffic signal timing, equipment and system testing and all other work and materials necessary to construct the PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT.

(4) CITY AGREES:

- a. To perform the preliminary engineering, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, and traffic detour for PROJECT.
- b. To finance the remaining COST OF PROJECT that is in excess of the maximum amount of One Million Eight Thousand and 00/100 Dollars (\$1,008,000.00) from MTA grant funds and COUNTY matching funds.
- c. To prepare the necessary environmental document and make the required environmental finding.
- d. To advertise PROJECT for construction bids, to inform COUNTY of the content of the bids received, to award the construction contract after approval by COUNTY, and to administer the construction contract.
- e. To furnish COUNTY with information on all contract change orders for the PROJECT and obtain COUNTY'S input of all such contract change orders, subject to paragraph (3) c., below.
- f. To administer the design and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds, Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and the MTA. CITY'S records for the PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and the MTA, or any of their duly authorized representatives, and shall be retained by CITY for a period of not less than seven (7) years after final payment to contractor(s) for the PROJECT.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of the PROJECT, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and

miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (2) a., above.

- i. To submit invoices, as they occur until completion of PROJECT, to COUNTY for the actual expenditures incurred by CITY for reimbursement of the COST OF PROJECT, subject to paragraph (4) c., below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including maintaining timing of traffic signals on Lakewood Boulevard that supports optimum synchronization of traffic signals on Lakewood Boulevard.

(3) COUNTY AGREES:

- (1) To secure and obtain the MTA grant funds to be used to finance COST OF PROJECT.
- b. To reimburse CITY, upon demand by CITY, for actual expenditures not to exceed One Million Eight Thousand and 00/100 Dollars (\$1,008,000.00) toward the COST OF PROJECT by utilizing MTA grant funds and COUNTY matching funds and subject to paragraph (4) c., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT is to be determined by a final accounting of PROJECT costs.
- c. To review construction bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within ten (10) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said ten (10) calendar days, CITY may proceed with PROJECT or change orders. COUNTY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.
- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That COUNTY matching funds shall only pay for those eligible items of work included in the MTA'S Bus Speed Improvements Program guidelines.
- b. That COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of the MTA, as referred to in paragraph (2) f., above.
- c. If COST OF PROJECT, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (3) b., above., CITY shall refund the difference to the COUNTY.
- d. That MTA grant funds to be used to finance a portion of the COST OF PROJECT are subject to lapse on June 30, 2005. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from the MTA pursuant to Memorandum of Understanding No. 495-246-3-92-95 between COUNTY and the MTA. CITY shall complete PROJECT and final accounting of PROJECT and submit final invoice prior to April 30, 2005. Failure to complete PROJECT before April 30, 2005, shall relieve COUNTY of any financial obligation to CITY under this AGREEMENT.
- e. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of the PROJECT. COUNTY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and CITY inspector shall be responsible for the proper inspection of PROJECT as needed.
- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Desi Alvarez
Director of Public Works
City of Downey
P.O. Box 7016
Downey, CA 90241-7016

COUNTY: Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- i. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32375 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DOWNEY on _____, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF DOWNEY

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney

EXHIBIT A

| LOCATION | WORK DESCRIPTION | ESTIMATED COST |
|---|---|----------------|
| Lakewood Boulevard between Firestone Boulevard and Third Street | Widen roadway from south of Firestone Boulevard to Third Street (Stonewood Center Entrance), which is entirely within the City of Downey to provide one right-turn lane, three through lanes, and a left-turn lane for the following intersection approaches: northbound at Firestone, northbound at Third Street, and southbound at Firestone Boulevard. Upgrade traffic signals at these intersections to accommodate the said roadway improvements. | \$858,000 |
| TRAFFIC SIGNAL IMPROVEMENTS | | \$150,000 |
| Lakewood Boulevard at Telegraph Road | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at I-5 North Bound Ramps | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at I-5 South Bound Ramps | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at Gallatin Road | Upgrades for signal detection, poles, and vehicle heads. | |
| Lakewood Boulevard at Florence Road | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at Cherokee Drive | Upgrades for signal detection, poles, lighting and vehicle heads. | |
| Lakewood Boulevard at Fifth Street | Upgrades for signal controller, signal detection, poles, lighting, and vehicle heads. | |
| Lakewood Boulevard at Cleta Street | Upgrades for signal controller, signal detection, poles, lighting, and vehicle heads. | |
| Lakewood Boulevard at Stewart and Gray Road | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at Alameda Street | Upgrades for signal detection, poles, lighting, and vehicle heads. | |
| Lakewood Boulevard at Clark Avenue | Upgrades for signal detection and vehicle heads. | |

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| Lakewood Boulevard at Imperial Highway | Upgrades for signal detection and vehicle heads. | |
| Lakewood Boulevard at Gardendale Street | Upgrades for signal controller and signal detection. | |
| Lakewood Boulevard at Rosecrans Avenue | Upgrades for signal detection and vehicle heads. | |

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|----------------------------|--------------------|
| TOTAL PROJECT COST: | \$1,008,000 |
|----------------------------|--------------------|

5/30/01

A:\Lakewood BI Telegraph Rd Rosecrans.wpd